

CONTRACT

In consideration of the mutual covenants hereafter contained, it is agreed between the SCHOOL BOARD OF THE CITY OF NORFOLK, hereinafter called the "School Board," and SAMUEL KING, hereinafter called the "Superintendent," as follows, effective 5/17/12, 2012: SK

1. Term. The School Board does hereby employ the Superintendent as its Superintendent of Schools for a period of four (4) contract years beginning between July 2, 2012 and _____ RHP and ending July 1, 2016. Contract year is defined in Section 5. "Salary" and may include a partial year if the Superintendent does not start prior to July 1, 2012. The Superintendent agrees to accept such employment and to carry out the duties of the superintendency under the direction of the School Board. This Contract may be terminated prior to July 1, 2016 RHP _____, as set forth in this Contract.

2. Qualifications. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications as required by law to accept, maintain and fulfill the administrative position as Superintendent of Schools, the School Board may terminate this Contract. Provided, however, that the Superintendent shall be given thirty (30) days to obtain the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed

in the future by applicable law. In the event future requirements cannot be obtained within thirty (30) days, the School Board may allow the Superintendent to commence to satisfy any such future requirements but the option of such forbearance shall not obligate the aforesaid right of the School Board to terminate if it deems appropriate.

3. School Board Termination in the Event of Disability. The School Board may terminate this Contract at any time during the term hereof, or any extension, in the event of the Superintendent's inability to perform the essential functions of his duties hereunder for a period of one hundred-eighty (180) working days or more due to mental or physical disability.

4. School Board Termination for Cause.

The School Board may terminate this Contract at any time during the term hereof, or any extension, in the event that the Superintendent is not properly performing ("cause"). The School Board may remove the Superintendent for cause in accordance with the laws, rules and regulations generally applicable to contracts. The areas of evaluation for the Superintendent include the areas shown on the State Board of Education's Superintendent's Evaluation form attached for illustrative purposes and labeled Attachment A including progress on the objectives to be mutually established by the

Superintendent and Board for each evaluation period. Student performance on the SOL tests and measures under the No Child Left Behind Act will be annually reviewed. Such termination for cause shall be effective sixty (60) days after giving of notice of termination stating the basis or bases for such termination. The Superintendent shall be entitled to an opportunity for a hearing in closed session with an attorney if he desires before the School Board regarding such matters. The Superintendent has recourse to the Courts if he desires.

5. Salary. As salary for such services, the School Board agrees to pay the Superintendent an annual base salary of \$235,000.00. The first contract year shall begin July 2, 2012 and end July 1, 2013. If any contract year shall be a partial year, the annual salary shall be prorated accordingly. Any adjustments by mutual agreement in salary made during the term of this Contract shall be in the form of a written amendment and shall become part of this Contract. Salary adjustments shall be considered annually coincidently with the Superintendent's evaluation. No such amendment shall be deemed to constitute a new contract or an extension of the termination date of the existing Contract unless expressly so stated. Payment of the salary shall be on a bi-monthly basis, with such withholding and other payroll deductions as shall be required by law, or as

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requested by the Superintendent and determined to be available and proper.

6. Duties of the Superintendent. Dr. King shall hold the position and title of Superintendent for the Norfolk Public Schools. The Superintendent shall serve as Chief Administrative Officer of Norfolk Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations adopted by the State Board of Education, and the lawful directives of the School Board of the City of Norfolk. The Superintendent will devote his time, skill, labor, and attention to his duties as Chief Administrative Officer. The duties of the Superintendent include the responsibility to organize, reorganize, and arrange the teachers, administrative and supervisory staffs, and other employees so that they best serve the Norfolk Public Schools (this includes the authority to reorganize the Central Office which does not include the Clerk who works directly for the Board). Further, the administration of instruction and business affairs shall be lodged with the Superintendent and administered by him with the assistance of the administrative staff. The responsibility for the selection, placement, and transfer of all personnel, subject to School Board approval, shall be vested in the Superintendent, in accordance with applicable laws and regulations.

7. Qualifications of the Superintendent.

The Superintendent shall, throughout the term of this Contract, maintain proper accreditation and qualifications for the position of Superintendent in accordance with the appropriate rules and regulations of the State Board of Education and the Code of Virginia, 1950, as amended. By execution of this Contract, the Superintendent certifies that he has taken the necessary steps to be included on the Superintendent's eligibility list maintained by the State Board of Education.

The Superintendent is required within twelve (12) months of the Contract to live in the City of Norfolk. Failure to maintain Norfolk residency shall be included as a cause that would justify termination for cause.

8. Payment of Other Benefits and Expenses.

a. Vacation. Upon commencement of services, the Superintendent shall receive eighteen (18) working days vacation annually in addition to legal holidays. The Superintendent's unused vacation days shall accrue from year to year. The Superintendent shall be entitled to compensation for accrued vacation days accumulated in the District at his then per diem rate of payment based on his salary in effect from time to time. Notwithstanding the preceding sentence, in the event that the last contract year is less than a full year, compensation for

annual leave unused during the last partial contract year shall be proportionately reduced.

b. Health Insurance. The School Board will secure and provide at School Board's expense the Superintendent including those members of his family who qualify to be included as part of the family policy available to School employees with medical insurance. Dental and vision insurance will also be provided to the Superintendent and members qualifying for a family membership and limited to the policies available to other School employees.

c. Leaves of Absence. As approved by the Board, the Superintendent shall attend appropriate professional meetings at the local, state and national level with expenses of said attendance including but not limited to travel, meals and lodging to be paid by the School Board. The Superintendent shall also be entitled to three (3) days per year, with pay, to attend to personal business, the same not to accrue from year to year. The Superintendent shall receive eighteen (18) sick leave days per year, and unused sick leave days shall accrue from year to year up to a maximum of 200 days. Upon termination of employment, the Superintendent shall be paid compensation at the applicable daily rate of pay for one sixth (1/6) of accrued but unused sick leave days accumulated but in no event shall such payment be greater than thirty-four (34) days at full pay.

d. Retirement. In the event that Superintendent elects a retirement plan in lieu of the Virginia Retirement System (VRS) for the Plan Year commencing July 1, 2012 *RAF*, the School Board will make a Fixed Plan Contribution to such plan or annuity elected by the Superintendent on behalf of the Superintendent in the amount of \$25,000.00. For any Plan Year commencing after July, 2012 *RAF* in which the Superintendent is an Eligible Employee, (as defined for purposes of Section 401(a) of the Internal Revenue Code) and electing out of VRS, the School Board on or about ten (10) days after the last day of the Plan Year will make a Fixed Plan Contribution of \$25,000.00 adjusted annually by the annual change in the CPI as published by the Bureau of Labor Statistics and determined by the Chief Financial Officer of the Norfolk Public Schools to be most applicable to the Norfolk geographical area. Payments of the Fixed Plan Contribution shall be quarterly in four equal installments. The quarterly payments shall be made on or before September 30, December 31, March 30 and June 30. In the event that the Superintendent only serves for a part of plan year, this fixed contribution shall be proportionately reduced.

e. Termination for Reason Other than Cause.

If termination is made by the School Board other than for cause, the School Board shall pay the Superintendent in such installments as may be directed by the Superintendent as

follows: If a period of twelve (12) months or more is left on the term of this Contract, the amount of such severance pay shall be equal to the amount of the base salary in effect for the previous twelve (12) months and the cost of family medical insurance for twelve months. If less than twelve (12) months remains on the contract, the Superintendent shall be paid that portion of the base contract which would have been paid but for the termination.

f. Automobile. The Superintendent may elect to use an automobile supplied by the School Board or, in lieu thereof, the Superintendent may elect to be paid \$6,000.00 as an annual car allowance. In the event that the car allowance of \$6,000.00 is elected and effective for less than a full contract year, such allowances shall be proportionately reduced.

g. Cellular Phone. The School Board shall pay up to \$100.00 per month for the Superintendent's use of a cellular phone.

h. Travel and Training Funds. Funds for travel and training for the Superintendent's benefit will be included in the School Board's annual budget in accordance with standard School Board policy. Attendance at such conferences and seminars shall be approved by the Board. In the event that the Superintendent incurs expenses in the conduct of the School Board's business prior to his commencement date, such expenses

shall be paid by the School Board. Such business expenses do not include the moving expenses provided under k. below.

i. Memberships in Professional and Community Organizations. The School Board shall pay for memberships in the Rotary, Chamber of Commerce, NSBA and AASA and such other memberships approved by the Board.

j. Salary Increases and Bonuses. The Superintendent shall be eligible for salary increases and bonuses based on his annual evaluation to be agreed upon. The amount of salary increases and bonuses, if any, shall be determined by the School Board. Attachment A is an example of areas evaluated in the past, it is attached for illustrative purposes only.

k. Relocation Expenses. The School Board will pay the moving van expenses including packing and unpacking. The Superintendent shall ask for prices from three companies acceptable to him and choose the lowest price. In order to partially defray the cost of selling and buying a home, the Superintendent shall be reimbursed for up to \$12,000.00 for the cost of a rental in Norfolk. In addition to the total limit of \$12,000.00; monthly reimbursements shall not exceed \$2,000.00 for rent of a unit in Norfolk.

9. Non-Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the

Superintendent in the above described position, or any other administrative position.

10. Annual Evaluation. The Superintendent shall be evaluated annually.

11. Other Work Activities. The Superintendent covenants and agrees to devote his primary time, skill and labor during the term of this Contract to the fulfillment of duties prescribed by this Contract. However, the Superintendent may, with prior approval of the Board, undertake consultative work, speaking arrangements, writing, lecturing or other professional activities for compensation so long as such activities do not interfere with his duties under this Contract.

Subject to the constraints of this first paragraph of this section, the School Board may permit the Superintendent to share his expertise through teaching at the college or university level (maximum of one course per year) and publishing articles. The remuneration for such activities will accrue directly to the Superintendent.

12. Oath of Allegiance and Loyalty.

The Superintendent hereby swears and affirms allegiance and loyalty to the Constitution of Virginia and the Constitution of the United States.

13. Oath Required By Statute. Before entering upon the discharge of his duties, the Superintendent shall take

and subscribe the oath prescribed by Section 22.1-64 of the Code of Virginia, 1950, as amended.

14. Severability. Provisions of this Contract shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions.

15. Miscellaneous.

a. This Contract shall be governed in accordance with the laws of the Commonwealth of Virginia.

b. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

c. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all previous contracts between the School Board and the Superintendent and governs in all respects. The previous agreements being deemed satisfied and no longer in force and effect.

d. Any notices required or contemplated hereunder shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties at the following addresses:

If to the Board:

Norfolk Public Schools
800 East City Hall Ave.
Norfolk, Virginia 23510

If to the Superintendent: Dr. Samuel King

e. This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the School Board, by its Chairman on the 14th day of

May, 2010

THE SCHOOL BOARD OF THE
CITY OF NORFOLK

By

Kirk T. Houston
Dr. Kirk T. Houston, Sr.
Chair

ATTEST:

Jimmie D. Davis
Clerk of the School Board

By

Samuel J. King
Dr. Samuel King

Approved as to form and correctness:

B. W. Phillips
City Attorney